



JETSETTER TRAVEL'S *terms and conditions*

INTRODUCTION

Jetsetter Travel is an experienced, knowledgeable, and professional Travel Agency. As a service business, we offer a service specific to your needs in the following areas: International & Domestic Flights, Accommodation & Holiday Rentals, Car, Motor Home & Campervan Hire, Coach & Rail Travel, Transfers, Ocean & River Cruising, Activities, Day Tours & Sightseeing Excursions, Tailor-Made, Independent Holidays, Entertainment, Sporting & Event Packages, Honeymoon & Special Interest Holidays, Group Travel, Ski Holidays, Organised Tours, Fully Escorted Tours – Travel with your Travel Specialist, Travel Insurance, Visa Processing Service, Foreign Currency, Greyhound Freight Service. The experience, knowledge, resources, time, and care that Jetsetter Travel and its Travel Specialists provide to their various clients cannot be replicated or fairly compared to the service, support and experience of an Online Travel Agency or Booking Website. Your understanding and entry into the following contract acknowledges and accepts the purpose of our service business and agree to adequately value the service experience which you are paying for.

UNDERSTANDING THESE TERMS AND CONDITIONS

The following Terms and Conditions apply to all the products and services sold by Jetsetter Travel (Stefania Thekla Scuderi (STS) Pty. Ltd) ABN 806 277 866 72 (“Jetsetter Travel”). Your payment to Jetsetter Travel is your acknowledgement that you have read, understood, and agreed to be bound by these terms and conditions. These Terms & Conditions are current as of today's date.

YOUR PERSONAL RESPONSIBILITY UNDERSTANDING TERMS AND CONDITIONS

Should you be in a position where you are unable to understand any part of these terms and conditions due to required clarification, English as a second language (Language barrier), reading difficulty or visual impairment – it is your responsibility to notify your Travel Specialist and nominate a trusted family member, guardian or next of kin to ensure that these terms are effectively communicated to you and understood prior to the booking of travel services. Jetsetter Travel does not accept any responsibility for your misunderstanding of these Terms and Conditions if you do not disclose or any of the above prior to finalising your arrangements.

YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS

Please read the following terms and conditions carefully. You must not make any booking unless you understand and agree with the following terms and conditions. References to “us”, “we” and/or “our” in these booking terms and conditions shall mean Jetsetter Travel. Your payment to Jetsetter Travel is your acknowledgement that you have read, understood, and agree to be bound by these terms and conditions. These terms and conditions apply to bookings you make with us over the phone, by email, in our office as well as online bookings you make on our website. We will rely on the authority of the person making the booking/providing their signature and initials on this literature, to act on behalf of any other traveller on the booking and that person will bind all such travellers to these terms and conditions.

AGENCY

Jetsetter Travel (“us or we”) act only as agents for the suppliers providing transportation, sightseeing, accommodation, or other services comprising your booking (“the Suppliers”). All coupons, receipts and other documents are issued subject to the terms and conditions specified by the Suppliers. By accepting the coupons, receipts and tickets and/or utilising the services, you agree that we do not have any obligation to you whatsoever for the operation of the travel arrangements. Our obligation is limited to making travel bookings and arranging relevant contracts between you and the Suppliers. We have no responsibility for these services, nor do we make or give any warranty or representation regarding their standard. We will disclose the identity of the Suppliers during the booking process and your legal recourse for travel services is against the Suppliers and not us. If for any reason (excluding fault by us), any Suppliers are unable to provide the services for which you have contracted your remedy lies against the Suppliers and not with us.

LIMITATION OF LIABILITY

To the extent permitted by law, Jetsetter Travel does not accept any liability in contract, tort or otherwise for any death injury, damage, loss (including consequential loss), delay, additional expense or inconvenience caused directly or indirectly by the acts, omissions or default, whether negligent or otherwise, of third party providers over whom we have no direct control, force majeure or any other event which is beyond our control or which is not preventable by reasonable diligence on our part. Our liability will also be limited to the extent that any relevant international conventions, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, limit the amount of compensation which can be claimed for death, injury, or delay to passengers and loss, damage and delay to luggage. Under circumstances where our liability cannot be excluded and where liability may be lawfully limited, such liability is limited to the remedies required of us under applicable law (including the Australian Consumer Law). This liability clause is subject to your rights under the Australian Consumer Law and nothing in these terms and conditions is intended to limit any rights you may have under the Competition and Consumer Act 2010 (Cth).

GOVERNING LAW

If any dispute arises between you and us, the laws of Queensland will apply. You irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Queensland and waive any right that you may have to object to an action being brought in those courts.

NAMES

All airline tickets must be issued as per passport (Or photo ID for domestic trips). Carriers will deny carriage if the name varies and the booking may be cancelled. It is strongly advised that you supply a copy of your passport at the initial booking stage to ensure it is booked correctly.

PASSPORTS & VISAS

All travellers must have a valid passport for international travel and many countries require at least 6 months validity from the date of return and some countries require a machine-readable passport. When assisting with an international travel booking, we will assume that all travellers on the booking have a valid Australian passport. If this is not the case, you must let us know. It is important that you ensure that you have valid passports, visas and re-entry permits which meet the requirements of immigration and other government authorities. Any fines, penalties, payments, or expenditures incurred because of such documents not meeting the requirements of those authorities will be your sole responsibility (except to the extent caused by fault on our part). Please ensure that the first name and surname that you provide for your travel arrangements is exactly the same as it appears on your passport. Any discrepancy regarding names can result in denied boarding at the point of departure and Jetsetter Travel is not liable for any costs to rebook or reinstate your original arrangements. The same applies for passports without the required validity mentioned above. If you need information regarding visas, passports, and other travel document requirements for your trip, please contact us. We can provide you with general information on visa and passport requirements that apply to international travel bookings you make with us. We can also obtain more specific information from an external visa advisory service provider (if you wish, we can assist you to obtain visas through this external service and fees will apply). We do not warrant the accuracy of information provided by any external service and accept no liability for any loss or damage which you may suffer in reliance on it (except to the extent caused by fault on our part). International travellers booked on flights to the United States, including Hawaii, must pre-register their intent to travel under the US Visa Waiver Program. Applications can be made via the Electronic System for Travel Authorisation website, and each passenger must complete this application a minimum of 72 hours prior to their flight departure. Passengers who fail to complete their application may be refused to board their flight by the airline. Re-entry visas may be required for travellers returning to Australia on foreign passports. It is your own responsibility to ensure you have the correct documentation in place prior to departing Australia.

BEFORE YOU BOOK

Whilst your travel specialist will endeavour to assist in advising all relevant information pertaining to your destination – it is your individual responsibility to ensure you are up to date with the latest advice and requirements specific to your destination and individual requirements – including visas, entry and testing requirements. Directives and requirements can change suddenly, without notice. Failure to adequately consider, prepare, or finalize travel or health related documents/requirements pertaining to your individual needs may result in airline boarding denial and remains the responsibility of the individual embarking on the relevant journey.

Jetsetter Travel excludes all associated liability in the areas of travel, visa and testing requirements and will not provide compensation; financial or otherwise - should boarding denial take place because of inadequate preparation or misinterpretation on your part; of entry requirements to your destination.

LEAVING THE COUNTRY

The Australian Government recommends passengers departing Australia be fully vaccinated against COVID-19 and travel with proof of vaccination status documentation. If you were vaccinated in Australia, you may obtain your International COVID-19 Vaccination Certificate (ICVC).

COVID-19 INTERNATIONAL VACCINATION CERTIFICATE

The International COVID-19 Vaccination Certificate is a free and secure means of proving your COVID-19 immunisation history when you travel across borders overseas. The easiest way to get a certificate by using your Medicare account through myGov(link is external), or the Express Plus Medicare mobile app(link is external). Go to Services Australia(link is external) for further details. If you can't use these options, visit a Services Australia services centre(link is external) or contact the Australian Immunisation Register (AIR) on 1800 653 809. To get a certificate, you'll need to have your passport with you.

VACCINATION, MEDICAL AND HEALTH REQUIREMENTS

You must ensure that you are aware of any health requirements and recommended precautions relevant to your travel and ensure that you carry all necessary vaccination documentation. In some cases, failure to present required vaccination documentation (e.g. proof of Yellow Fever vaccination) may deny you entry into a country. We recommend that you consult with your local doctor, travel medical service or specialist vaccination clinic before commencing your travel. General health advice for the destination you wish to visit is also available from DFAT (see smartraveller.gov.au). Jetsetter Travel does not provide guidance or advice on medical/health requirements for your upcoming holiday. Your doctor is the expert on your individual health requirements and can give you advice on travelling that's specific to your health care needs. Take their advice.

- See your doctor prior to departure. You need enough time to apply their advice.
- Ask if it's safe for you to travel. Especially if you're a mature traveller or have a pre-existing condition. If you rely on specialized care, it may be hard to find overseas.
- If you're planning to travel while pregnant, talk to your obstetrician, travel insurer and airline. They can advise if there's any other steps you can take to reduce risks to you and your unborn child. Tell your doctor where you're going. Ask for preventative advice that suits your needs in that destination.
- Ask your doctor what vaccinations or boosters you need. Some require several courses over time.
- Ask for practical advice for while you're away. Your doctor can advise you how to reduce the risk of having problems health problems overseas.

VACCINATION, ENTRY, TESTING & QUARANTINE REQUIREMENTS (PERTAINING TO COVID-19)

Before placing your booking, and prior to departure, it is your individual responsibility to ensure you check the latest airline and government travel requirements to help you plan to enjoy a seamless and stress-free journey. Before travel, ensure you check the latest government travel requirements, which may include mandatory health declarations, border entry declaration/exemptions, use of face masks, entry permits, pre-approval, and quarantine (possibly at your own expense), or you could be denied entry. We've listed some helpful resources for you below.

TRAVEL INSURANCE

Travel insurance is strongly recommended by the Department of Foreign Affairs and Trade for both domestic and international travel. Jetsetter Travel strongly recommends that you take out fully comprehensive travel insurance to cover your travel arrangements and takes no responsibility for any client's decision to travel uninsured. We are an authorised representative of CoverMore and NIB Travel Insurance. Please note that it is your responsibility to thoroughly peruse the Product Disclosure Statement relating to the travel insurance product you are considering purchasing, to determine whether the product is right for you. It is also your responsibility to disclose areas of concern in relation to an insurance product so that Jetsetter Travel can assist you with obtaining general advice in relation to the product.

Travellers should strongly consider Travel Insurance as an essential component of their holiday, the same way a passport is considered. Travel insurance is not a one size fits all and individual research on the client's behalf is essential to ensure the product purchased is the right fit for the individual and nature of your trip.

Consider Travel Insurance from the level of coverage, inclusion, and suitability to your individual requirements – not based on the price you're paying for the policy.

It is strongly recommended to purchase Travel Insurance at the time of booking larger ticket items, to ensure your policy coverage is effective from the date of purchase – permitting the policy allows such coverage. Not all policies are created equally and not all policies will provide coverage for COVID-19. Some insurers may provide this coverage for an additional cost as a separate add-on, whilst some insurers will build-in this coverage into their product.

Travel insurance may or may not cover costs cancellation costs if you need to change your plans due to unforeseen circumstances. It is entirely your responsibility to ensure the product disclosure statement of the policy purchased is read and understood; so you know how it will allow you to respond to cancellations and delays.

Ensure you're familiar with your destination(s) COVID Requirements – some countries will require inbound travellers to not only be fully vaccinated – but require a minimum amount of cover, specifically for COVID-19 related medical expenses. You may also be required to have a negative pre-departure COVID-19 test.

Product Disclosure Statements should be read carefully to examine and determine inclusions, exclusions, limits and how the cover responds to COVID-19 for specific situations and destinations.

In some countries, hospitals may or may not refuse individuals medical assistance if the traveller is uninsured or the ability to pay upfront for medical costs. This may be avoided by ensuring you have appropriate insurance for yourself, your trip and activities to cover relevant medical related emergencies – particularly if you have a pre-existing medical condition.

Your Travel Specialist is authorised to provide general advice only and can assist you in understanding the above areas; via delivery of general advice only.

TRAVEL INSURANCE WAIVER

Should you wish to source an alternative Travel Insurance Policy not authorised, endorsed or sold by us – please note that it is a legal requirement to sign, date and return the requested Waiver Document provided by us prior to releasing your final documents. If you elect to purchase an insurance product that is not endorsed, represented, authorised, or sold by us we are limited in the assistance we will be able to provide in the event of an emergency. If you are seeking an alternative product not represented by Jetsetter Travel it is solely your responsibility to ensure you liaise with the relevant PDS and personnel who can assist in obtaining an understanding of the product you are purchasing.

TRAVEL INSURANCE CLAIM PROCESSING

Should you wish for Jetsetter Travel to process your Insurance Claim, our agency charges a \$250.00 processing fee to do so. This applies regardless of the size and scale of the insurance claim. This fee applies only if your policy is distributed by Jetsetter Travel.

DISCLOSURE OF PRE-EXISTING MEDICAL CONDITIONS FOR TRAVEL INSURANCE POLICIES

Should you wish to seek any coverage or screening for pre-existing medical conditions, applicable to an insurance product sold by Jetsetter Travel, please consult Jetsetter Travel for further information. Based on the product of interest, it is your responsibility to ensure you have thoroughly read and understood the criteria for declaration, coverage and exclusion of pre-existing medical conditions. Jetsetter Travel does not take any responsibility for costs associated with the misinterpretation or failure to assess such information as it relates to you, nor do we accept responsibility or financial obligation arising from your omission or lack of understanding of such requirements or obligations pertaining to you and your traveling party.

DISCLOSURE OF COMMISSIONS/INCOME

We hereby disclose that we may receive fees, commissions, gifts or financial incentives from Suppliers and/or other third parties as an inducement, in relation to or as a result of booking your travel arrangements ("the commissions & incentives"). You acknowledge, accept, and agree to Jetsetter Travel receiving these commissions and incentives. By transacting with us, you acknowledge, accept and agree to us receiving these commissions and incentives.

INBOUND TRAVEL BOOKINGS

In the event we have been requested to finalise the necessary travel arrangements for an inbound passenger we do not, under any circumstances accept responsibility or provide compensation for any visa requirements associated/required by the individual traveling inbound from their native country, nor do we under any circumstances accept responsibility or provide compensation for any visas should they be incorrectly obtained. If the individual traveling inbound obtains an incorrect visa and is denied boarding from their origin or is deported from Australia upon arrival, our agency will not provide compensation or take any responsibility associated with the above. We act as the booking agent only. Under these circumstances, Jetsetter Travel is not in a legal position to provide the inbound traveller a suitable Travel Insurance policy as their products pertain to return bookings only. The traveller will be required to source their own policy, perhaps native from their departing country.

ONE-WAY TRAVEL BOOKINGS

In the event we have been requested to finalise the necessary travel arrangements for a one-way outbound passenger we do not, under any circumstances accept responsibility or provide compensation for any visa requirements associated/required by the individual traveling one-way outbound from their native country, nor do we under any circumstances accept responsibility or provide compensation for any visas should they be incorrectly obtained. If the individual traveling one-way outbound obtains an incorrect visa and is denied boarding from their origin or is deported from Australia upon arrival, our agency will not provide compensation or take any responsibility associated with the above. We act as the booking agent only. Under these circumstances, Jetsetter Travel is not in a legal position to provide the inbound traveller a suitable Travel Insurance policy as their products pertain to return bookings only.

FREQUENT FLYER MEMBERSHIP

When booking with Jetsetter Travel, please let them know your frequent flyer membership details (or other applicable loyalty program details) for inclusion in your booking. Please check your frequent flyer program (or other applicable loyalty program) for the specific terms of your membership. Please note if you are a frequent flyer member you should retain your air ticket and boarding passes as proof of travel as Jetsetter Travel cannot be held responsible for missing points and you'll need this proof to claim directly with the airline. Always check your boarding pass is printed with your membership number on it. It is your responsibility to check with your frequent flyer program whether the booking class on your reservation is eligible for frequent flyer points and at what rate. Not all booking classes are eligible to upgrade with points and you must notify Jetsetter Travel at the initial booking stage so that we may allocate you the correct fare to be eligible for the upgrade system with your frequent flyer program.

SPECIAL REQUIREMENTS

Please liaise with us regarding any special requirements you may have for your travel arrangements such as special meal and seating requests, room type or disabled access. Please note that many airlines now charge a fee for such services, which can be advised by request. All reasonable care is taken to request the bedding configuration that you would like, but the final allocation will be made by the supplier upon check-in and sometimes the particular room with requested bedding may not be available. Jetsetter Travel bears no responsibility for the inability of the Supplier to facilitate your requests.

TRAVELING WITH INFANTS & CHILDREN

Please note that bookings for infants do not include a seat on an aircraft unless a child price has been paid for. Most hotels/resorts will charge a daily fee on arrival for use of a rollaway or cot. These charges are solely the traveller's responsibility to pay directly.

AIRLINE SCHEDULE CHANGES

Airline schedule changes may impact your booking and are completely out of our control. It is your responsibility to contact the airline prior to departure to ensure there is no change to the schedule departure time. Jetsetter Travel will attempt to contact you if we are made aware of any such changes but will not be liable for any costs incurred if contact cannot be made. Whilst overseas, it is strongly advised that you contact the airline within 24 hours of your scheduled flight to ensure the most up-to-date information.

FLIGHT CONNECTIONS

If you have purchased separate (multiple) tickets and you are transiting or connecting from one ticket to another, we cannot accept responsibility for any future schedule changes that may affect your connecting times, as they are not guaranteed. Please note that when booked on multiple airlines (and sometimes the same airline) you may need to check in your baggage with each airline at the transit point.

LOW-COST CARRIERS

Bookings made on low cost carriers in some instances do not include a check-in baggage allowance. Check-in baggage allowances included in the fare purchased will be listed on your booking confirmation from the airline and discussed with you at the time of booking. Please contact Jetsetter Travel directly prior to your scheduled departure if you require to add or increase your check-in baggage limit. Baggage fees may be charged directly by the airline for adding or increasing check-in baggage allowances, please note higher charges may be imposed at the airport for any additional requirements that are not pre-arranged. Check-in baggage fees are non-refundable once purchased.

CARRY-ON BAGGAGE RESTRICTIONS

Please note there are rules for taking liquids, aerosols and gels on flights. Please ensure you familiarise yourself with these rules prior to embarking on your journey.

PRICING

Prices are quoted in Australian Dollars. All prices are subject to availability and can be withdrawn or varied without notice. Prices are at the discretion of the supplier, prior to booking and out of control of Jetsetter Travel. The price is only guaranteed once paid for in full by you. Please note that prices quoted are subject to change. Price changes may occur by reason of matters outside our control which increase the cost of the product or service. Such factors include adverse currency fluctuations, fuel surcharges, taxes and airfare increase. Please contact us for up-to-date prices relating directly to the nature of your booking. Please note, it is your responsibility to initiate follow-up, hold or finalization of travel arrangements.

GIFT VOUCHERS

Gift Vouchers are available for purchase at Jetsetter Travel (Stefania Thekla Scuderi (STS) Pty. Ltd). These vouchers can be used toward any product or service available at Jetsetter Travel for the value listed on the voucher. The following Terms of Gift Vouchers Apply.

From the 1st of July 2023, all gift vouchers distributed by Jetsetter Travel will be issued online via their website platform.

Gift Vouchers are valid for a period of 5 Years from the purchase date, with no 'activation' required.

Bookings must be made within this period for any available, future travel date range.

Gift Vouchers can be used for multiple bookings/transactions. Gift vouchers can be topped up.

Gift Vouchers are not permitted for cash refund under any circumstances.

Gift Vouchers are non-refundable.

Gift Vouchers can be transferred under certain circumstances.

Any transference to a family member or friend under alternative circumstances must be accepted by both parties in writing.

Gift Vouchers will not be honoured past the date of expiry as displayed on the Voucher.

To Redeem the value of the Gift Voucher, these vouchers must be presented in store upon redemption.

It is the responsibility of the Gift Voucher Recipient to utilise the value of the Gift Voucher within the specified validity period.

CREDIT CARD PAYMENTS

Jetsetter Travel reserves the right to charge administration/service fees for payments made by credit card. Card types accepted by Jetsetter Travel are Visa, MasterCard and Amex. Transactions made using these card types incur charges ranging from 1.5-3.1% dependent on the card type used. Jetsetter Travel reserves the right to pass on your credit card details, and any other essential booking details, to a third-party supplier who may charge your card directly for all or part of your booking payment. For details of how we collect and use your personal information please view our Privacy Policy. If your credit card is not approved, we will attempt to contact you but accept no responsibility for any costs incurred in the event we are unable to contact you. Prices may increase during this time. In some instances, you may be required to provide verification documentation to substantiate identity. This is to assist us in validating the integrity of the credit card information. This process is in place to reduce the potential risk of fraud. If we are unable to contact the card holder to make such verifications Jetsetter Travel cannot accept responsibility for any rebooking costs for missed ticketing deadlines. Under such circumstances any booking arrangements will be cancelled.

CREDIT CARD CHARGEBACKS

If for any reason any travel service provider including airlines, do not provide the services to which you have been contracted, the liability is against that provider, and not against Jetsetter Travel. If payment for such a service was made to Jetsetter Travel by credit card or any other method, by accepting these booking conditions, you agree that you will not seek to charge back your payment to Jetsetter Travel.

EFTPOS SURCHARGES

From the 1st of August 2022, Jetsetter Travel will impose a 1.5% surcharge on all EFTPOS Transactions. This surcharge is applicable for any payment taken through our in-store merchant when savings or cheque is selected. Your Travel Specialist will advise the total cost, inclusive of the additional 1.5% prior to processing. The RBA standard allows businesses to charge their customers a cost-based surcharge on card payments, but any surcharge will be limited to the amount it costs the business to accept that type of card for that transaction. Businesses incur costs when they accept a payment from a customer using a credit card, a debit card or a prepaid card. The level of those costs can vary according to the size of the business and which payment method is used. It is lawful for the business to impose a surcharge in line with their cost of acceptance.

CHEQUE PAYMENTS

Please note that cheque payments (Excluding bank cheques) require about 5 business days to process. If you are paying by this method you will need to make the payment at least 5 business days prior to the actual due date. You agree not to stop payment of the cheque even when you cancel a booking. You agree that we may apply the proceeds of the cheque to satisfy any liability you have to us, including any liability in respect of cancellation fees, before refunding the balance to you.

DIRECT DEPOSIT PAYMENTS

Please note that direct deposit payments may require several days for the funds to be received in our Trust Account. If you are paying by this method, you will need to provide a payment conformation receipt at the time of payment to your travel specialist prior to arrangements being finalised.

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CREDIT CARD CHARGEBACKS

If for any reason any travel service provider including airlines, do not provide the services to which you have been contracted, the liability is against that provider, and not against Jetsetter Travel. If payment for such a service was made to Jetsetter Travel by credit card or any other method, by accepting these booking conditions, you agree that you will not seek to charge back your payment to Jetsetter Travel.

EFTPOS SURCHARGES

From the 1st of August 2022, Jetsetter Travel will impose a 1.5% surcharge on all EFTPOS Transactions. This surcharge is applicable for any payment taken through our in-store merchant when savings or cheque is selected. Your Travel Specialist will advise the total cost, inclusive of the additional 1.5% prior to processing. The RBA standard allows businesses to charge their customers a cost-based surcharge on card payments, but any surcharge will be limited to the amount it costs the business to accept that type of card for that transaction. Businesses incur costs when they accept a payment from a customer using a credit card, a debit card or a prepaid card. The level of those costs can vary according to the size of the business and which payment method is used. It is lawful for the business to impose a surcharge in line with their cost of acceptance.

CHEQUE PAYMENTS

Please note that cheque payments (Excluding bank cheques) require about 5 business days to process. If you are paying by this method you will need to make the payment at least 5 business days prior to the actual due date. You agree not to stop payment of the cheque even when you cancel a booking. You agree that we may apply the proceeds of the cheque to satisfy any liability you have to us, including any liability in respect of cancellation fees, before refunding the balance to you.

DIRECT DEPOSIT PAYMENTS

Please note that direct deposit payments may require several days for the funds to be received in our Trust Account. If you are paying by this method, you will need to provide a payment conformation receipt at the time of payment to your travel specialist prior to arrangements being finalised.

CHANGE & CANCELLATION FEES

Subject to your refund and remedy rights under the Australian Consumer Law, the following change and cancellation fees apply to all bookings:

Changes to Domestic/Trans-Tasman bookings will incur a fee of \$75 per passenger per booking in addition to supplier fees.

Cancellations to Domestic/Trans-Tasman bookings will incur a fee of \$75 or 15%, whichever is higher, per passenger per booking in addition to supplier fees.

Changes to International bookings will incur a fee of \$150 per passenger per booking in addition to supplier fees.

Cancellations to International bookings will incur a fee of \$150 or 15%, whichever is higher, per passenger per booking in addition to supplier fees.

Any fees for such change or cancellation can be made via credit card and will attract the applicable credit card surcharge.

Jetsetter Travel service fees and credit card fees are non-refundable.

Jetsetter Travel reserves the right to retain income earned and derived from fees and/or commissions on bookings in the event of cancellation by the supplier and client. The income earned will not be recalled, and the client will be refunded the net value refund received from the supplier under any circumstances, including in the event of a force majeure (Refer No. 43). Cancellations under any circumstances will not be accepted verbally.

Cancellations must be provided in writing to Jetsetter Travel. The indication of your signature on such documents warrants complete understanding and acceptance of all passengers listed on the relevant document.

If customers opt to cancel arrangements with the ground suppliers operating their travel and have the funds returned to Jetsetter Travel to hold in trust for future rebooking of travel, Jetsetter Travel will Waive the cancellation fees outlined above. However, additional fees may be payable once travel is reinstated. The outcome provided will be assessed on a case-by-case basis, pertaining to the suppliers relevant to your travel arrangements.

By transacting with us, you acknowledge, accept and agree to the above. In addition, you acknowledge Jetsetter Travel's right to reserve income derived from bookings under all circumstances – including the event of a force majeure.

SUPPLIER CHANGE & CANCELLATION FEES

Cancelled bookings may also incur supplier fees, which can be up to 100% of the cost of the booking, regardless of whether travel has commenced. Supplier fees may also apply where a booking is changed and when tickets or documents are re-issued. Where we incur any liability for a supplier cancellation fee for any booking which you change or cancel, you agree to indemnify us for the full amount of that fee. Where you seek a refund for a cancelled booking for which payment has been made to the supplier, we will not provide a refund to you until we receive the funds from that supplier. Supplier cancellation fees may apply in the event of a force majeure event.

SUPPLIER BOOKING TERMS & CONDITIONS

It is your responsibility to ensure you are familiar with the Booking Terms and Conditions of the ground supplier/tour operator you have sourced through Jetsetter Travel. Your Travel Specialist will provide this resource to you upon your request, however, does not accept any responsibility for your disregard or misunderstanding of these terms and conditions. The above schedule of Agency cancellation fees will apply to each booking regardless of cancellation penalties imposed, or refunds given by the relevant supplier.

REFUNDS

We will not provide a refund to you until we receive the funds from the relevant supplier. Suppliers can take anywhere from 30 to 90 Days or more under exceptional circumstances to reimburse the costs payable to you – each supplier will vary depending on the nature of your arrangements. In the event of a force majeure, kindly note that expected turnaround times may be longer than the time specified above. The payment of a refund may be contingent on the recovery of funds from a third party or supplier.

POST-BOOKING PROMOTIONAL OFFERS, PRICING FLUCTUATIONS OR CHANGE OF MIND

Post-booking, it may occur that a more favourable promotional offer or pricing is advertised in the public domain for your tour or cruise. It is the responsibility of the individual guest to bring this to our attention as our agency does not have the logistical infrastructure to monitor such factors on the client's behalf. Your travel specialist will consider relevant factors relating to the feasibility of pursuing a new booking to make use of the promotional offer. It is your individual responsibility to ensure due diligence in comparing pricing, inclusion, and products prior to entering the contract of sale with us. Subject to your rights under Australian Consumer Law, there remains no guarantee that Jetsetter Travel will have the ability to take advantage of the new promotional offer for your existing booking and a full review of the individual booking circumstances will apply, such as original booking conditions and new booking conditions. Pricing of tailor-made holiday packages, airfares and travel insurance once paid in full is final and cancellation for refund or credit is heavily subject to the supplier terms and conditions, as well as the cancellation and amendment fees outlined in this document. Jetsetter Travel reserves the right to retain income earned and derived from fees and/or commissions on bookings in the event of cancellation by the supplier and client. The income earned will not be recalled, and the client will be refunded the net value refund received from the supplier under any circumstances, including in the event of a force majeure (Refer No. 43).

FORCE MAJEURE (ALSO KNOWN AS 'ACT OF GOD')

Jetsetter Travel will not be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, outbreaks of infectious disease or any other public health crisis, civil commotion, breakdown of communication facilities, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy. Our liability will also be limited to the extent that any relevant international conventions, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, limit the amount of compensation which can be claimed for death, injury, or delay to passengers and loss, damage and delay to luggage. In the event that a force majeure applies, you acknowledge that you and your traveling party are legally bound by these terms and conditions.

SUPPLIER INSOLVENCY

There is a significant risk that a Supplier may become insolvent after you have made your travel booking. If this occurs, you will likely lose any amount you have paid to the Supplier through the travel agent for that booking. The travel agent acts as your booking agent only and does not provide any warranty or assurance as to a Suppliers financial circumstances or viability.

You hereby acknowledge and agree that if a Supplier becomes insolvent:

You will likely lose any amount paid to your agent in respect of your booking, which your agent has forwarded to the Supplier.

The agent is not liable to repay to you any amount paid by the agent to the Supplier in respect of your booking.

You release and indemnify the agent from any liability in relation to any loss or damage or consequential loss and damage resulting from or incidental to the Supplier becoming insolvent and unable to provide the travel service subject of your booking.

By accepting these terms, you acknowledge this risk, agree that you have been made aware of it and you wish to proceed with your booking regardless.

PRIVACY POLICY

Jetsetter Travel respects your privacy and this policy sets out how we collect, use, store, disclose and otherwise treat your personal information as required by the Australian Privacy Principles ("APPs") set out in the Privacy Act 1988 (Cth) ("Privacy Act"). Your personal information is collected by us for the primary purpose of providing travel services to you. In providing us with your personal information you are agreeing that this Privacy Policy will apply to how we handle your personal information and you consent to us collecting, using and disclosing your personal information as outlined in this Privacy Policy. If you do not agree to the privacy practices outlined in this Privacy Policy you must not provide us with your personal information. However, this may affect the services that we can provide to you. For a copy of the Privacy Policy – please contact Jetsetter Travel.

TRAVEL DOCUMENTS

Travel documents include (without limitation) airline tickets, hotel vouchers, tour vouchers or any other document (whether in electronic form or otherwise) used to confirm an arrangement with a service provider. Travel documents may be subject to certain conditions and/or restrictions including (without limitation) being non-refundable, non-date-changeable and subject to cancellation and/or amendment fees. Travel documents cannot be transferred to another person to use. All airline tickets must be issued in the name of the passport/photo identity holder. An incorrect name on a booking may result in an inability to use that booking and the booking being cancelled. Any errors in names, dates and timings on your documentation will be your responsibility if not advised at the time of booking. It is your responsibility to collect all travel documents from us prior to travel. Generally, your travel documents will be available for collection approximately fourteen (14) days prior to departure, however this will depend on your individual arrangements and proximity of booking to departure date. Please contact your consultant to confirm when you travel documents are ready for collection.

DECLARATION

By transacting with Jetsetter Travel, you provide understanding, agreement, acknowledgement and acceptance of the terms and conditions outlined in this document on behalf of yourself as well as all members of the traveling party linked to your booking. I warrant that I have the express authority to accept these terms and conditions on behalf of all members of my traveling party mentioned on my itinerary. I agree and accept that I am personally liable for the booking in its totality and indemnify Jetsetter Travel against any claim made by any other person in my travelling party mentioned on my itinerary or linked to my booking.